

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF HAWAII

ALOHA SPORTS INC., a Hawaii	)	
corporation,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	CIVIL NO.:
	)	CV04-00204 DAE/KSC
THE NATIONAL COLLEGIATE	)	(Antitrust)
ATHLETIC ASSOCIATION, an	)	
unincorporated association,	)	
	)	
Defendant.	)	
_____	)	

DEPOSITION OF PAUL H. FELLER  
SANTA BARBARA, CALIFORNIA  
MONDAY, MAY 8, 2006

REPORTED BY:

JOAN L. PARKER, C.S.R. 12912

Pages 1 - 89

EXHIBIT <sup>59</sup>

1 DEPOSITION OF PAUL H. FELLER, THE WITNESS, TAKEN ON  
2 BEHALF OF THE PLAINTIFF, ON MONDAY, MAY 8, 2006,  
3 COMMENCING AT 9:29 A.M., AT 3850 STATE STREET, BARK  
4 ROOM, SANTA BARBARA, CALIFORNIA, BEFORE JOAN L. PARKER,  
5 CSR NO. 12912, PURSUANT TO NOTICE.

6

7

8 APPEARANCES OF COUNSEL:

9

FOR PLAINTIFF:

10

BLECHER & COLLINS, P.C.

11

BY: COURTNEY A. PALKO, ATTORNEY AT LAW

515 South Figueroa Street

12

17th Floor

Los Angeles, California 90071

13

(213) 622-4222

14

FOR DEFENDANT:

15

MILLER CANFIELD PADDOCK & STONE

BY: ATLEEN KAUR, ATTORNEY AT LAW

16

101 North Main Street

Ann Arbor, Michigan 48108

17

(734) 668-7663

18

FOR DEFENDANT - APPEARING TELEPHONICALLY:

19

(Morning Session Only)

MILLER CANFIELD PADDOCK & STONE

20

BY: ROBERT J. WIERENGA, ATTORNEY AT LAW

GREGORY L. CURTNEY, ATTORNEY AT LAW

21

101 North Main Street

Ann Arbor, Michigan 48108

22

(734) 668-7663

23

24

ALSO PRESENT:

25

CRAIG BATES, Videographer

## 1 I N D E X

2

3 WITNESS EXAMINATION PAGE

4 PAUL H. FELLER

5 MS. PALKO 6

6 MS. KAUR 73, 85

## 7 P L A I N T I F F ' S E X H I B I T S

8 MARKED FOR IDENTIFICATION PAGE

9 103 - Confidentiality Agreement; 9/20/00 64

10 104 - Monday Phone Meeting letter; 1/19/01 65  
11 from Mr. Feller to Messrs. Daw and Rohlfing12 105 - Irrevocable Binding Letter of 65  
13 Intent; 2/20/03

14 106 - Release Agreement; 4/28/03 67

15 107 - Letter of Intent; 2/11/03 68

16 108 - Aloha Bowl Accounts Itemized Categories 70  
17 Report for 4/1/97 - 3/31/98; 10/16/0018 109 - Pro Sports & Entertainment Document 76  
19 Production in response to subpoena  
20 served by NCAA

## 19 D E F E N D A N T ' S E X H I B I T S

20 MARKED FOR IDENTIFICATION PAGE

21 110 - Non-Binding Letter of Intent 77

22 111 - Letter re: Seattle Bowl Application 80  
23 for Recertification; 4/1/0324 112 - 2004 Emerald City Bowl NCAA 82  
25 Initial Certification Application26 113 - 2005 Seattle Bowl Presentation by 84  
Pro Sports & Entertainment, Inc; 4/20/04

1 QUESTIONS INSTRUCTED BY COUNSEL NOT TO ANSWER

2 (NONE)

3

4

5

6

# OBJECTIONS OF COUNSEL

7

PAGE

LINE

8

11

7

16

6

9

16

13

17

8

10

19

19

18

22

11

19

6

20

15

12

23

11

23

23

13

24

13

26

9

14

27

5

28

8

15

28

16

29

20

16

30

17

31

7

17

31

25

35

22

18

40

22

41

1

19

42

15

43

6

20

45

2

45

9

21

46

4

58

20

22

59

10

67

8

23

68

24

79

24

24

25

09:00:05 1 SANTA BARBARA, CALIFORNIA; MONDAY, MAY 8, 2006

09:07:59 2 9:29 A.M.

09:07:59 3

09:29:05 4 THE VIDEOGRAPHER: Good morning. We're on  
09:29:21 5 the record at approximately 9:29 a.m. on this 8th day of  
09:29:26 6 May in the year 2006 for the videotaped deposition of  
09:29:31 7 Paul Feller in the matter of Aloha Sports versus NCAA.

09:29:34 8 My name is Craig Bates. I'm here today on  
09:29:39 9 behalf of LegaLink Los Angeles. The deposition is  
09:29:43 10 taking place at the Pepper Tree Inn, 3850 State Street,  
09:29:47 11 in the Bark Room, Santa Barbara, California.

09:29:50 12 This is the start of Tape No. 1, and  
09:29:52 13 counsel, you may now proceed by introducing yourselves  
09:29:54 14 for the record, please.

09:29:55 15 MS. PALKO: Courtney Palko for the  
09:29:58 16 plaintiff, Aloha Sports, Incorporated.

09:29:59 17 MS. KAUR: Good morning. My name is Atleen  
09:30:01 18 Kaur from the law firm of Miller, Canfield, Paddock and  
09:30:06 19 Stone, and we represent the National Collegiate Athletic  
09:30:10 20 Association.

09:30:10 21 THE VIDEOGRAPHER: Thank you. Would the  
09:30:12 22 court reporter --

09:30:15 23 MS. KAUR: And Greg Curtner of my firm will  
09:30:18 24 be dialing in on the phone shortly.

25 THE VIDEOGRAPHER: Will the court reporter,

1 then, please swear in the witness.

2

3 PAUL H. FELLER,

4 having been first duly sworn by the Certified Shorthand  
5 Reporter, was examined and testified as follows:

6

7 EXAMINATION

8 BY MS. PALKO:

09:30:33 9 Q. Good morning, Mr. Feller. First, I want to thank  
09:30:35 10 you for agreeing to appear here today to answer a few  
09:30:36 11 questions. My name is Courtney Palko. I'm the attorney  
09:30:40 12 for Aloha Sports, Inc.

09:30:41 13 Would you please state your full name and address  
09:30:44 14 for the record.

09:30:44 15 A. Paul Feller. Business address is 10960 Wilshire  
09:30:53 16 Boulevard, Los Angeles, California 93 -- or 90024.

09:30:53 17 Q. And your home address?

09:30:55 18 A. I don't believe I have to disclose that.

09:31:00 19 Q. Okay. Have you ever been deposed before?

09:31:01 20 A. Yes.

09:31:02 21 Q. How many times?

09:31:03 22 A. Twice.

09:31:04 23 Q. Twice?

09:31:05 24 A. Twice.

09:31:06 25 Q. And can you briefly explain what the lawsuits

09:49:58 1 Q. You heard it through Jim.

09:50:03 2 Do you know whether ASI had existing sponsors and  
09:50:07 3 TV contracts in place for the bowl game?

09:50:13 4 A. I'm not sure about the sponsors. I do not  
09:50:21 5 believe that they had an existing TV agreement.

09:50:28 6 I believe that there was a pending television  
09:50:28 7 agreement which we were renegotiating at Pro Sports &  
09:50:40 8 Entertainment to make. But the previous broadcast  
09:50:40 9 agreement with ESPN, to the best of my  
09:50:45 10 recollection -- recollection, had been terminated.

09:50:48 11 Q. Did Jim Haugh tell you whether the NCAA gave a  
09:50:55 12 reason for the decertification of the Seattle Bowl?

09:50:59 13 A. Yes.

09:50:59 14 Q. And what did he say that reason was?

09:51:02 15 MS. KAUR: Objection. Might call for  
09:51:05 16 hearsay.

09:51:06 17 THE WITNESS: The reason that he  
09:51:17 18 communicated to me that the bowl game would not be  
09:51:21 19 recertified was due to the fact that they did not meet  
09:51:26 20 previous years' requirements of payments to the  
09:51:31 21 attending teams, nor had they met the previous years'  
09:51:43 22 requirements for the letter of credit requirements for  
09:51:48 23 the NC-two-A application guidelines.

09:51:57 24 (Interruption by the court reporter.)

09:51:57 25 Q. BY MS. PALKO: Did you say anything to the

09:54:15 1 show that we had the financial wherewithal, we had the  
09:54:19 2 management and the knowledge of how to operate and  
09:54:23 3 market a bowl game successfully.

09:54:30 4 And during this we submitted a written  
09:54:33 5 application which included letters from various other  
09:54:40 6 conferences or conference commissioners supporting our  
09:54:46 7 ability to certify the bowl game and operate it; umm, a  
09:54:55 8 letter from our financial institution showing that we  
09:55:01 9 had the wherewithal to fulfill the minimum requirements  
09:55:10 10 of a \$2 million letter of credit; and outlining our  
09:55:13 11 management and operations and marketing plans for the  
09:55:16 12 following year's bowl game.

09:55:19 13 Q. And how did the representatives of the  
09:55:26 14 NC-double-A respond?

09:55:28 15 A. Having sat through a number of NC-two-A meetings,  
09:55:35 16 the response was similar to most I've attended. They  
09:55:43 17 were grateful for our presentation and communicated that  
09:55:46 18 they would let us know the outcome at a future time.

09:55:53 19 Q. Did you form an impression at that time as to  
09:55:53 20 whether the Seattle Bowl would be certified?

09:55:57 21 A. I recall being unsure due to the financial  
09:56:11 22 wherewithal or the financial problems that ASI had had.

09:56:31 23 (Pause in proceedings.)

09:56:47 24 (Mr. Curtner joins proceedings.)

09:56:49 25 Q. BY MS. PALKO: Do you recall how many people were



09:58:25 1 CEO of Pro Sports & Entertainment, Inc. we attended the  
09:58:30 2 meeting with the intentions to provide a \$2 million  
09:58:33 3 letter of credit.

09:58:34 4 I believe we agreed to pay off the  
09:58:36 5 conferences that had not been paid and review the  
09:58:43 6 creditors and, if appropriate, pay the third-party  
09:58:54 7 vendors that they were indebted to, which does not mean  
09:59:08 8 all of their creditors.

09:59:27 9 Q. BY MS. PALKO: You said during your presentation  
09:59:29 10 to the NC-double-A certification committee you  
09:59:35 11 demonstrated that Pro Sports had the financial  
09:59:38 12 wherewithal to present this game; correct?

09:59:43 13 MS. KAUR: Objection.

09:59:44 14 THE WITNESS: We presented a letter from our  
09:59:47 15 financial institution that we met the minimum criteria  
09:59:53 16 for a \$2 million letter of credit.

09:59:55 17 Q. BY MS. PALKO: Did you present any other  
10:00:01 18 documents?

10:00:01 19 A. Yes, we did.

10:00:01 20 Q. And what were those?

10:00:02 21 A. I don't recall. It'd be part of the NC-two-A  
10:00:11 22 application.

10:00:12 23 Q. And you -- did you discuss your prior experience  
10:00:17 24 in organizing and presenting sporting events?

10:00:27 25 A. Yes, we did.

10:08:20 1 A. -- within our organization, etc.

10:08:23 2 Q. Okay. So it's your testimony that you only heard  
10:08:31 3 that from Jim Haugh, you didn't hear it directly from  
10:08:32 4 NC-double-A?

10:08:34 5 A. Initially.

10:08:35 6 Q. Initially.

10:08:36 7 A. Yeah. I first heard it through Jim Haugh.

10:08:42 8 Q. And did later you hear it from someone from the  
10:08:46 9 NC-double-A directly?

10:08:48 10 A. Yes.

10:08:52 11 Q. And what did they say to you?

10:09:00 12 A. That the committee had elected not to re-certify  
10:09:08 13 the bowl game due to the previous years' requirements  
10:09:21 14 not being met.

10:09:25 15 Q. And who do you recall said this to you?

10:09:34 16 A. Sorry. I don't recall if it was with the entire  
10:09:48 17 committee or if it was individuals of the committee.

10:09:51 18 Q. That's okay. Do you have any understanding of  
10:10:17 19 the relationship between Mr. Daw and the NC-double-A?

10:10:29 20 MS. KAUR: Actually, I'm going to object to  
10:10:32 21 the form.

10:10:33 22 But you can go ahead and answer.

10:10:38 23 THE WITNESS: I'm not...

10:10:38 24 Q. BY MS. PALKO: Okay. You say you don't have any  
10:10:44 25 understanding?

10:15:06 1 Q. BY MS. PALKO: -- with -- did you have a written  
10:15:11 2 agreement in place?

10:15:18 3 A. We had a written agreement in place subject to a  
10:15:22 4 number of terms that had to be fulfilled (inaudible).

10:15:22 5 THE COURT REPORTER: I'm sorry. You trail  
10:15:22 6 off at the end. Just...

10:15:29 7 THE WITNESS: We had a written agreement in  
10:15:30 8 place subject to fulfillment of a number of  
10:15:36 9 requirements.

10:15:37 10 Q. BY MS. PALKO: And can you list those  
10:15:43 11 requirements.

10:15:44 12 A. I believe they included re-certification, a  
10:16:01 13 license agreement with the stadium, and subject to an  
10:16:17 14 approved payout structure with the creditors, which  
10:16:27 15 included the attending conferences.

10:16:32 16 Q. Were you aware of all of the ASI creditors?

10:16:38 17 A. We were aware of a number of them. But we  
10:16:46 18 did -- even after the bowl game not being  
10:16:49 19 recertified -- received a number of phone calls from  
10:16:54 20 people that we were not aware of that were local to the  
10:16:56 21 Seattle area that had not been paid.

10:17:00 22 Q. At the certification committee meeting,  
10:17:28 23 were -- was Pro Sports prepared to execute the agreement  
10:17:31 24 with ASI if the Seattle Bowl had been certified?

10:17:36 25 A. Pending all of the terms had been fulfilled.

10:17:44 1 Q. What's -- what remained to be worked out between  
10:17:50 2 the parties?

10:17:50 3 A. I believe it mostly related to the outstanding  
10:18:00 4 payables.

10:18:02 5 Q. Did you make any statements to the NC-double-A  
10:18:19 6 that you had an agreement with ASI to purchase the  
10:18:24 7 Seattle Bowl if it were certified?

10:18:27 8 A. Yes.

10:18:27 9 Q. Did you have any conversations with Dennis Poppe  
10:18:41 10 or anyone else from the NC-double-A prior to the  
10:18:41 11 certification meeting about purchasing the Seattle Bowl?

10:18:46 12 A. Yes.

10:18:46 13 Q. And can you tell me about those communications?

10:18:53 14 A. As part of our due diligence, we wanted to assure  
10:19:03 15 that if we were to go through the steps of acquiring the  
10:19:08 16 Seattle Bowl and the rights to it, that the NC-two-A  
10:19:17 17 would allow -- under the bylaws allow for the transfer  
10:19:23 18 of rights from one organization to another.

10:19:28 19 Q. And they had communicated to you that they would  
10:19:31 20 allow that?

10:19:32 21 A. They communicated to us that they have had  
10:19:37 22 transfer rights from one ownership group to another  
10:19:42 23 previously, and that, subject to the requirements per  
10:19:55 24 the bylaws, led to certification of a bowl game be  
10:20:03 25 fulfilled that they can authorize that or can approve it

10:20:15 1 in concept.

10:20:16 2 Q. Um-hmm.

10:20:18 3 A. It was never communicated to us that they would.

10:20:23 4 Q. I have here the deposition testimony of Jim Haugh  
10:20:28 5 who we mentioned earlier, and I'm going to read portions  
10:20:36 6 of his testimony and just to see if it refreshes your  
10:20:36 7 recollection about some of the events and if it accords  
10:20:39 8 with your memory.

10:20:42 9 A. Okay.

10:20:42 10 Q. Okay.

10:20:45 11 MS. KAUR: Courtney, do you have a copy?

10:20:49 12 MS. PALKO: I don't have a copy for you.

10:21:02 13 You can trust that I'm really reading.

10:21:02 14 THE COURT REPORTER: And if you could  
10:21:02 15 just -- sometimes when you read it you read fast, tend  
10:21:02 16 to read faster than a normal speaking.

10:21:07 17 MS. PALKO: Okay.

10:21:07 18 Q. BY MS. PALKO: This is relating to Mr. Daw's  
10:21:20 19 involvement with Pro Sports. I asked Mr. Haugh (as  
10:21:20 20 read):

10:21:32 21 "Was Mr. Daw going to have any  
10:21:32 22 involvement with Pro Sports?

10:21:32 23 "ANSWER: I have no idea. There  
10:21:32 24 was talk, but, again, that would be  
10:21:33 25 between Paul Feller and Terry.

11:38:57 1 back on the record.

11:38:57 2

11:38:57 3 EXAMINATION

11:38:58 4 BY MS. KAUR:

11:38:58 5 Q. Mr. Feller, my name Atleen Kaur. I represent the  
11:39:03 6 NCAA in this matter. I'm going to ask you just a few  
11:39:10 7 questions and I'm going to try to get you out by 12:30.

11:39:10 8 But before I start on my questions, at the  
11:39:14 9 request of Ms. Palko, I'm going to revisit the stack of  
11:39:18 10 documents that she handed you to look at and verify that  
11:39:22 11 they looked familiar to you and came Pro Sports'  
11:39:23 12 records.

11:39:23 13 And we are going to label them as Exhibit 109,  
11:39:31 14 next in order.

11:39:31 15 Okay. Mr. Feller, if I may ask you to please  
11:39:34 16 pick up Exhibit 103 again, which is, as you stated, the  
11:39:42 17 confidentiality and non-solicitation agreement which has  
11:39:46 18 a fax date on it of October 2, 2000; is that correct?

11:39:54 19 A. That's correct.

11:39:54 20 Q. If I could ask you to please read paragraph 6 of  
11:39:59 21 that agreement into the record.

11:40:01 22 A. "The parties agree that unless and until a  
11:40:08 23 definitive agreement has been fully executed and  
11:40:08 24 delivered, neither party will be under any legal  
11:40:09 25 obligation of any kind whatsoever with respect to the

11:40:10 1 possible transaction by virtue of this agreement, or any  
11:40:18 2 written or oral expression with respect to a possible  
11:40:18 3 transaction by either party or any of its  
11:40:23 4 representatives except in the matters specifically  
11:40:27 5 agreed to in this agreement.

11:40:27 6 Neither party shall have any obligation to  
11:40:31 7 authorize or pursue with the other party any possible  
11:40:33 8 transaction, and each party acknowledges its  
11:40:41 9 understanding that the other party has not, as of the  
11:40:41 10 date hereof, authorized any such possible transaction."

11:40:42 11 Q. Thank you. I understand that you testified that  
11:40:46 12 since this fax was dated 2000, this agreement probably  
11:40:51 13 related to your initial conversations with ASI in 2000  
11:40:56 14 about the acquisition of the Aloha Bowl rather than  
11:41:03 15 acquisition of the Seattle Bowl?

11:41:03 16 A. Yes.

11:41:03 17 Q. Was there a similar agreement for the Seattle  
11:41:12 18 Bowl in 2000?

11:41:14 19 A. There might have been; I don't know.

11:41:15 20 Q. You don't know for sure.

11:41:15 21 A. Right.

11:41:20 22 Q. But is it pretty standard for initial discussions  
11:41:23 23 and initial agreements such as this to have a clause  
11:41:25 24 which states that a final written agreement must be  
11:41:31 25 executed?

11:41:31 1 A. For us it is.

11:41:31 2 Q. Now, if I could direct your attention to  
11:41:43 3 Exhibit 105. Exhibit 105 is titled, "Irrevocable  
11:41:56 4 Binding Letter of Intent"; is that correct?

11:41:56 5 A. Irrevocable binding letter of intent.

11:42:00 6 Q. Okay. Now, if you could look at the last page of  
11:42:04 7 it and verify that you have not signed this agreement;  
11:42:09 8 is that correct?

11:42:09 9 A. That's correct.

11:42:09 10 Q. You testified that you recalled signing an  
11:42:13 11 agreement, but do you recall whether it was a binding or  
11:42:16 12 nonbinding letter of agreement that you might have  
11:42:18 13 signed with ASI?

11:42:23 14 A. I don't.

11:42:23 15 Q. Going to Exhibit 107, the last page of that  
11:42:51 16 exhibit, ASI-22000020, bears your signature or at least  
11:43:05 17 what appears to be your signature.

11:43:05 18 A. Yes.

11:43:05 19 Q. Now, if you go to a couple of pages ahead,  
11:43:06 20 ASI-22000018, which appears to be the beginning of this  
11:43:13 21 agreement that bears your signature, it is titled  
11:43:19 22 "Nonbinding Letter of Intent"; is that correct?

11:43:19 23 A. That's correct.

11:43:20 24 Q. Thank you. You testified that you had  
11:43:28 25 been -- you attended the NCAA certification meeting in



11:47:16 1 a draft?

11:47:21 2 A. That's correct. That's what it appears to be.

11:47:21 3 Q. Mr. Feller, we have not received in response to  
11:47:24 4 our subpoena a copy of any signed agreement by both  
11:47:28 5 parties.

11:47:28 6 And -- and I will represent to you that Aloha  
11:47:33 7 Sports has not been able to produce to us a final  
11:47:36 8 written agreement between Pro Sports and  
11:47:45 9 Aloha Sports, Inc. signed by both parties.

11:47:46 10 But would that refresh your recollection in any  
11:47:49 11 way about whether any signed agreement -- final signed  
11:47:52 12 agreement actually existed?

11:47:55 13 A. I thought there was a signed nonbinding letter of  
11:48:01 14 intent.

11:48:01 15 Q. A nonbinding letter of intent?

11:48:03 16 A. Right.

11:48:04 17 Q. But not a final written agreement?

11:48:06 18 A. To the best of my knowledge, I don't think so.  
11:48:10 19 But I don't know for sure.

11:48:26 20 Q. Okay. Do you recall the purchase price that  
11:48:31 21 Pro Sports would have paid for -- had agreed to pay for  
11:48:40 22 Aloha Sports, Incorporated for the Seattle Bowl?

11:48:41 23 A. No, I don't.

11:48:42 24 Q. But a provision of the purchase would be that  
11:48:46 25 some debts, existing debts, would be paid off?

11:58:13 1 in 2005.

11:58:14 2 Q. I see. But the committee that, I mean, for the  
11:58:20 3 2005 application, would have to be acted upon in the  
11:58:22 4 following year?

11:58:23 5 A. That's correct.

11:58:24 6 MS. KAUR: Okay. We're going mark this next  
11:58:26 7 in order, 113.

11:58:46 8 (Exhibit 113 was marked for identification.)

11:58:48 9 Q. BY MS. KAUR: This documents bears the Bates  
11:58:50 10 labels PSNE-00081 through -97.

11:58:58 11 Do you recognize this document?

11:59:03 12 A. Yes, I do.

11:59:04 13 Q. What is this document?

11:59:07 14 A. This is a 2005 Seattle Bowl presentation.

11:59:14 15 Q. To the NCAA?

11:59:16 16 A. Yes.

11:59:17 17 Q. If I could direct your attention to PSNE-00088.

11:59:35 18 That page bears the title, "Community," and under

11:59:42 19 "Community Launch Game Plan" it states: "Identify

11:59:45 20 problems, slash, setbacks. Bullet point: Prior owners'

11:59:50 21 failure and poor reputation. Bullet point 2: Hesitancy

11:59:56 22 of local community, trust, involvement."

11:59:58 23 And then under that is another bullet point which  
12:00:02 24 states, "Objectives: Conduct open and honest  
12:00:05 25 discussions, address issues head on, understand and

12:00:11 1 eliminate past failures."

12:00:16 2 So does this comport with PSNE and your  
12:00:17 3 understanding at the time that the past owners had left  
12:00:23 4 a bad taste in the community, a poor reputation in the  
12:00:24 5 community?

12:00:24 6 A. Yes. There is a number of concerns with the  
12:00:32 7 previous regime in ASI in their operations with the bowl  
12:00:33 8 game and not paying bills.

12:00:57 9 MS. KAUR: Okay. Can we take a five-minute  
12:01:00 10 break? I think I might be almost done but I just want  
12:01:05 11 to look over my notes once before we end.

12:01:09 12 THE VIDEOGRAPHER: It's 12 noon. We're off  
12:01:11 13 the record.

12:03:13 14 (Brief recess.)

12:03:13 15 THE VIDEOGRAPHER: Time is 12:03. We're  
12:03:25 16 back on the record.

12:03:25 17 MS. KAUR: Thanks.

12:03:25 18

12:03:25 19 EXAMINATION (continued)

12:03:25 20 Q. BY MS. KAUR: Mr. Feller, I just have a couple  
12:03:26 21 more questions.

12:03:27 22 In 2000, when you were considering purchasing  
12:03:32 23 Aloha Bowl from ASI, who introduced you to Mr. Rohlfing  
12:03:37 24 and Mr. Daw?

12:03:40 25 A. They contacted us.

12:03:43 1 Q. Do you have any idea how they found out about you  
12:03:46 2 or why they would pick Pro Sports & Entertainment?

12:03:51 3 A. We're a fairly large sports-specific operations  
12:03:56 4 marketing company. We're out there acquiring a lot of  
12:04:03 5 different properties, and they probably had it  
12:04:03 6 communicated to them through the industry.

12:04:05 7 Q. Okay. Does your company still own the rights to  
12:04:14 8 Freedom Bowl?

12:04:22 9 A. We own the common law rights; the trademark,  
12:04:22 10 revenue rights.

12:04:22 11 Q. Okay.

12:04:22 12 A. Revenue rights, yeah.

12:04:22 13 But -- but it's a nonexistent bowl game right  
12:04:23 14 now, it's not been since '96.

12:04:27 15 Q. I see. Umm, you buy and sell sports properties  
12:04:36 16 all the time; is that correct?

12:04:37 17 A. We don't sell them.

12:04:39 18 Q. You buy them?

12:04:40 19 A. We -- we acquire them, yes.

12:04:42 20 Q. Okay. When you acquire them, you usually  
12:04:49 21 commemorate your agreement in writing; is that correct?

12:04:51 22 A. Yes.

12:04:55 23 MS. KAUR: That's all, thank you.

12:04:55 24 MS. PALKO: That brings us to the end of  
12:05:00 25 Mr. Feller's deposition.

12:05:00 1 THE VIDEOGRAPHER: Off the record?

12:05:15 2 THE REPORTER: Any stipulations? Code?

12:05:15 3 MS. PALKO: Just the standard. He'll have

12:05:16 4 30 days to review it.

12:05:17 5 Once you get the transcript, review it and

12:05:18 6 send it back signed. If you do not submit it, then it

12:05:18 7 will be, the original will be used as if it was final --

12:05:22 8 THE WITNESS: Okay.

12:05:23 9 MS. PALKO: -- and signed.

12:05:23 10 THE WITNESS: That's fair enough.

12:05:26 11 So, I don't have anything to do with any of

12:05:28 12 this documentation.

12:05:28 13 MS. PALKO: No.

12:05:29 14 THE WITNESS: Okay.

12:05:29 15 THE VIDEOGRAPHER: Time is 12:05. This ends

12:05:33 16 the deposition; end Tape 2 of 2; off record.

12:05:35 17 THE WITNESS: Now, do I have to review

12:05:35 18 anything?

12:06:49 19 (Discussion held off the record.)

12:06:49 20 MS. KAUR: So I will state for the record

12:06:57 21 that both counsel stipulate that Legalink will send

12:06:57 22 Mr. Feller's deposition to him by mail for review and

12:06:58 23 that Mr. Feller will mail it back to Ms. Courtney

12:07:03 24 Palko's office.

25 (The deposition was adjourned at 12:07 p.m.)

1 STATE OF CALIFORNIA )  
2 COUNTY OF SANTA BARBARA ) ss.

3

4

5 I, PAUL H. FELLER, hereby certify under  
6 penalty of perjury under the laws of the State of  
7 California that the foregoing is true and correct.

8 Executed this \_\_\_\_\_ day of  
9 \_\_\_\_\_, 2006, at \_\_\_\_\_, California.

10

11

12

13

14

15

\_\_\_\_\_  
PAUL H. FELLER

16

17

18

19

--oo00oo--

20

21

22

23

24

25

1 STATE OF CALIFORNIA )  
2 COUNTY OF SANTA BARBARA ) ss.  
3

4 I, JOAN L. PARKER, CSR 12919, do hereby  
5 certify:

6 That prior to being examined, the witness in  
7 the foregoing proceeding was by me duly sworn to testify  
8 to the truth, the whole truth, and nothing but the  
9 truth;

10 That said transcript was taken down by me in  
11 shorthand and thereafter reduced to typewriting via  
12 computer-aided transcription under my direction and  
13 supervision, and is a true and correct transcription of  
14 my original stenographic notes.

15 I further certify that I am neither counsel  
16 for, nor related to, any party to said action, nor in  
17 anywise interested in the outcome thereof.

18 UNDER PENALTY OF PERJURY, I declare that the  
19 foregoing is true and correct.

20 Executed this \_\_\_\_ day of \_\_\_\_\_, 2006,  
21 at Santa Barbara, California.

22

23

24

25

\_\_\_\_\_  
JOAN L. PARKER  
CSR No. 12912